

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF NORTH CAROLINA
WESTERN DIVISION

Civil Action No.: 5:17-cv- 00511-FL

EPIC GAMES, INC. AND EPIC GAMES
INTERNATIONAL S.à.r.l.,

PLAINTIFFS,

V.

B.B.,

DEFENDANT.

**PLAINTIFFS' MOTION FOR DEFAULT
JUDGMENT**

Pursuant to Fed. R. Civ. P. 55(b), Plaintiffs Epic Games, Inc. and Epic Games International S.à.r.l. (collectively, "Plaintiffs" or "Epic"), by and through undersigned counsel, hereby respectfully move the Court for entry of default judgment against B.B. ("Defendant" or "B.B.") in the above-captioned proceeding and for an order entering default judgment and permanent injunction against Defendant directing Defendant to immediately (i) destroy all copies of any cheats or hacks in his possession, custody, or control that can be used to infringe any of Epic's copyrights or cheat at any of Epic's games and (ii) permanently enjoining Defendant from engaging in the following activities:

1. infringing any of Epic's currently existing or future copyrighted works, including, without limitation, infringement by the use of any software or device that copies or modifies Epic's software in violation of the Copyright Act;
2. inducing or materially contributing to the direct infringement of any of Epic's currently existing or future copyrighted works by others, including, without

limitation, infringement by the use of any software or device that copies or modifies Epic's software in violation of the Copyright Act;

3. using any technology, product, service, or device, part of which is primarily designed for the purpose of circumventing a technological measure that effectively controls access to any of Epic's copyright-protected works, including, without limitation, Fortnite, where the technological measure effectively controls access to Epic's copyrighted code in order to protect Epic's exclusive rights;
4. violating Epic's Terms of Service;
5. violating the Fortnite End User License Agreement ("EULA");
6. intentionally interfering with Epic's contracts or contractual relations with the other parties to those contracts or contractual relations;
7. cheat at any of Epic's games or at any game that Epic subsequently develops, creates, or publishes in a way that infringes Epic's copyrights or violates any contract with Epic; and/or
8. materially contribute to the infringement by cheating of others or induce others to infringe by cheating at any of Epic's current games or any games that Epic subsequently develops, creates, and/or publishes in a way that infringes Epic's copyrights or violates any contract with Epic.

In support of this Motion, Plaintiffs rely on the following materials, either previously submitted or filed contemporaneously with this Motion:

- The Complaint (D.E. 1);
- Declaration of Christopher M. Thomas and accompanying papers (D.E. 8-11);
- Order granting Motion for Entry of Default (D.E. 17);

- Affidavit of Christopher M. Thomas in Support of Motion for Default Judgment, submitted contemporaneously herewith;
- Plaintiffs' Memorandum of Law in Support of Motion for Default Judgment, submitted contemporaneously herewith; and
- Second Declaration of Christopher M. Thomas, submitted contemporaneously herewith.

A proposed order is being submitted herewith.

This the 13th day of June, 2018.

/s/ Christopher M. Thomas
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*Attorneys for Plaintiffs
Epic Games, Inc. and Epic
Games International S.à.r.l.*

CERTIFICATE OF SERVICE

This is to certify that a copy of the foregoing **PLAINTIFFS' MOTION FOR DEFAULT JUDGMENT** was electronically filed this day with the Clerk of Court using the CM/ECF system and is available to B.B. c/o Christine Broom via PACER. Copies will be served on both B.B. and Christine Broom as soon as we are properly able to serve them, at which point undersigned counsel will file an amended certificate of service.

This the 13th day of June, 2018.

/s/ Christopher M. Thomas
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